

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That immediately upon notice to the City by the War Department that the proposed airport site has been selected for improvement as an Air Corps unit by the United States Government, the City of Austin will proceed to acquire the necessary acreage, not exceeding approximately three thousand (3000) acres, and that the City Manager and the Mayor be, and they are hereby, authorized and directed to give notice of such willingness and ability, to acquire the necessary acreage, to the Adjutant General and the Chief of the Air Corps, War Department, at Washington, D. C. ; and

BE IT FURTHER RESOLVED:

That the City Manager and the City Attorney be, and they are hereby, authorized and directed to proceed without unnecessary delay with the preparation of preliminary surveys, plans, ordinances, and other legal prerequisites required to clear the way for acquisition of such necessary acreage to be used for the proposed Air Corps unit.

Upon motion, seconded and carried, the meeting was recessed, subject to call of the Mayor.

Approved, Tom Miller  
Mayor

Attest:

Hallie McKee  
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, January 15, 1942.

The City Council of the City of Austin, Texas, convened in regular session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, January 15, 1942, at 10:30 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen C. F. Alford, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf; absent, Councilman Bartholomew.

The Minutes of the regular meeting of January 8 and the recessed meeting of January 12, 1942, were read, and upon motion of Councilman Gillis, were adopted as read by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The following resolution was introduced by Councilman Gillis:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Council of the City of Austin hereby approves as a private gasoline plant for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, the property situated at the northwest corner of West Fifth Street and Colorado Street, which property is owned by J. C. Bryant Creamery, and is designated as Lot D, Block 54, of the Original City of Austin, Travis County, Texas, and hereby authorizes the J. C. Bryant Creamery, acting by

and through Fred A. Barge, Jr., manager, to operate a private gasoline plant for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, subject to the same's being operated in compliance with all the ordinances relating thereto, and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the operation of this private gasoline plant after full compliance with all the provisions of this resolution, and said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper, present and future, regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, traffic and fire regulations; and the right of revocation is retained if, after hearing, it is found by the City Council that the said J. C. Bryant Creamery has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Recommendations attached)

"Austin, Texas  
January 15, 1942

Mr. Gulton Morgan  
City Manager  
Austin, Texas

Dear Sir:

I, the undersigned, have considered the application of J. C. Bryant Creamery, acting by and through Fred A. Barge, Jr., manager, for permission to operate a private gasoline plant for the sole purpose of servicing their own motor equipment and from which no gasoline is to be sold, upon property located on the northwest corner of West Fifth Street and Colorado Street, which property is designated as Lot D, Block 54, of the Original City of Austin, Travis County, Texas, and locally known as 500 Colorado Street.

This property is located in a "C-2" Commercial District, and I recommend that this permit be granted, subject to the following conditions:

- (1) That the gasoline tanks and pumps shall be of an approved type and shall bear the label of the National Board of Fire Underwriters, and that all tanks and pumps shall be installed in compliance with the ordinance governing the storage and handling of gasoline.
- (2) That all pumps shall be located not nearer than 10 feet to the property line and so located that cars stopped for the purpose of receiving gasoline or other supplies shall not in any way obstruct the free passage of traffic on either the sidewalk, street, or alley.
- (3) That "NO SMOKING" signs shall at all times be prominently displayed, and no person shall be permitted to smoke on the premises where gasoline is handled or stored.
- (4) That a permit be secured from the Building Inspector's office before any installation work is started.

Respectfully submitted,

(Sgd) J. C. Eckert  
Building Inspector. "

Upon motion of Councilman Gillis, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following resolution was introduced by Councilman Alford:

WHEREAS, Ed Schneider is the contractor for the alteration of a building located at southwest corner of the intersection of Congress Avenue and West Seventh Street and desires a portion of the sidewalk and street space abutting Lot 6, Block 70, of the Original City of Austin, Travis County, Texas, during the alteration of the building, such space to be used in the work and for the storage of materials therefor; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Ed Schneider, the boundary of which is described as follows:

Sidewalk and Street Working Space

That the Contractor shall erect and maintain continuously from place to place in good condition a guard rail extending at right angles from the property line nor more than 6 feet and running parallel with the centerline of the adjacent street to a point which will include all of those portions of the building which are to be altered; thence at right angles to the property line approximately 6 feet so as to entirely surround the work being done and to protect pedestrians at all times. The Contractor will also be permitted to use 4 parking meter spaces immediately in front of the entrance in the barricade for the delivery or removal of materials during construction work.

2. THAT the above privileges and allotment of space are granted to the said Ed Schneider, herein-after termed "Contractor" upon the following express terms and conditions:

(1) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(2) That provisions shall be made for the normal flow of all storm waters in the gutter, and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(3) That the Contractor shall place on the outside corners of any walkway, barricades, or obstructions, red lights during all periods of darkness and provide lighting system for all tunnels.

(4) That the Contractor shall remove all fences, barricades, loose materials, and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event, all such sidewalk barricades, materials, equipment, and other obstructions shall be removed not later than March 1, 1942.

(5) That the City reserves the right to revoke at any time any and all the privileges herein granted, or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(6) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant, reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(7) That any public utility or public or private property disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects, whether done by the Contractor, City forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(8) That the Contractor shall furnish the City of Austin a surety bond in the sum of One Thousand Dollars (\$1000.00), which shall protect, indemnify, and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin, and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work, and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

Upon motion of Councilman Alford, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The following resolution was introduced by Councilman Gillis:

WHEREAS, J. R. Blackmore & Son is the Contractor for the alteration of a building located at the northwest corner of the intersection of West Sixth Street and Colorado Street, and desires a portion of the sidewalk and street space abutting Lots 5 and 6, Block 71, of the Original City of Austin, Travis County, Texas, during the alteration of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said J. R. Blackmore & Son, the boundary of which is described as follows:

Sidewalk and Street Working Space

BEGINNING at the west curb of Colorado Street and approximately 10 feet north of the south property line of the above described property; thence in an easterly direction 14 feet; thence in a northerly direction and parallel with the centerline of Colorado Street approximately 60 feet to a point; thence in a westerly direction and at right angles to the centerline of Colorado Street to the west line of Colorado Street; thence in a southerly direction to the point of beginning.

BEGINNING at the southeast corner of the above described property; thence in a southerly direction and at right angles to the centerline of West 6th Street, 5 feet to a point; thence in a westerly direction and parallel with the centerline of West Sixth Street to a point opposite the south line of the above described property; thence in a northerly direction and at right angles to the centerline of West Sixth Street to the southwest corner of the above property.

2. THAT the above privileges and allotment of space are granted to the said J. R. Blackmore & Son, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail on the Colorado Street side along the north, east, and south lines of the above described space, such guard rail to be at least 4 feet high and substantially braced and anchored.

(2) That the Contractor shall erect within the above described working space on West Sixth Street a solid fence built of not less than 1 inch material and at least 8 feet in height, substantially braced and anchored, and to maintain same in good condition at all times while the work is in progress. The Contractor will be permitted to put a door in the barricade that will either open in or slide parallel to the barricade, and at all times that material is being delivered or taken away from the building, a watchman shall be provided to warn pedestrians of approaching danger.

(3) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(4) That provisions shall be made for the normal flow of all storm waters in the gutter, and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(5) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting system for all tunnels.

(6) That the Contractor shall remove all fences, barricades, loose materials, and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event, all such sidewalk, barricades, materials, equipment, and other obstructions shall be removed not later than March 1, 1942.

(7) That the City reserves the right to revoke at any time any and all the privileges herein granted, or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(8) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant, reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(9) That any public utility, or public or private property, disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects, whether done by the Contractor, City forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(10) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5000.00), which shall protect, indemnify, and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin, and shall

guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work, and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

Upon motion of Councilman Gillis, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The following ordinance was introduced by Councilman Wolf:

AN ORDINANCE PERPETUALLY CLOSING AND VACATING CERTAIN PORTIONS OF EAST SIDE DRIVE AND LOUISE STREET, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; AND RELINQUISHING CONTROL OF SAID PORTIONS OF SAID STREET; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Wolf moved that the rules be suspended and the ordinance be passed to its second reading. The motion was seconded by Councilman Alford, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The ordinance was read the second time and Councilman Wolf moved that the rules be further suspended and the ordinance be passed to its third reading. The motion was seconded by Councilman Alford, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The ordinance was read the third time and Councilman Wolf moved that the ordinance be finally passed. The motion was seconded by Councilman Alford, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The Mayor then declared that the ordinance had been finally passed.

The following resolution was introduced by Councilman Wolf:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Manager be, and he is hereby, authorized to execute the deed and transfer, a copy of which is hereto attached and made a part hereof, and the City Manager is further authorized to endorse and transfer the note, a copy of which is hereto attached and made a part hereof.

(Deed Attached)

THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS :

That the City of Austin, a municipal corporation, situated in the County of Travis, in the State of Texas, acting by and through its City Manager, duly authorized by the City Council of said City of Austin by resolution duly passed, for and in consideration of the sum of Five Hundred Dollars (\$500.00) to it in hand paid by A. B. Shierlow as stated below, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said A.B. Shierlow, of Travis County, Texas, subject to the lien herein retained, the following described tract or parcel of land in the City of Austin, Travis County, Texas:

11,788 square feet of land, the same being a portion of Lots 5 and 22, and also a portion of East Side Drive and of Louise Street as shown upon the map or plat of Boswell's Subdivision of Block "M" of Fairview Park within the City of Austin, Travis County, Texas, according to a map or plat of said Boswell's Subdivision of record in Book 2, at page 180, of the Plat Records of Travis County, Texas, and which 11,788 square feet of land is more particularly described by metes and bounds as follows:

BEGINNING at an iron stake at the southwest corner of Lot 22 of said Boswell's Subdivision, which iron stake is in the south line of the Original 118.6 acre Fairview Park tract;

THENCE following the south line of said 118.6 acre tract N. 45°01' W. 5.55 feet to an iron stake;

THENCE following a line coincident with the easterly prolongation of the north line of Lot 2, Block 12-R of the Fred C. Malone Subdivision, N.  $71^{\circ}03'$  W. 38.53 feet to an iron stake;

THENCE following the west line of East Side Drive as shown upon the aforesaid map or plat of Boswell's Subdivision N.  $14^{\circ}45'$  E. 19.57 feet to a point;

THENCE continuing with the said west line of East Side Drive, N.  $44^{\circ}59'$  E. 209.73 feet to an iron stake in the center of Blunn Creek;

THENCE up Blunn Creek S.  $79^{\circ}35'$  E. 7.89 feet to an iron stake in the west line of the relocated East Side Drive;

THENCE following the west line of said relocated East Side Drive with the following nine (9) courses:

(1) S.  $4^{\circ}32'$  W. 33.73 feet to an iron stake at the point of curvature of a curving line whose radius is 156.82 feet;

(2) Thence following said curving line to the right an arc distance of 39.73 feet, the chord of which arc bears S.  $11^{\circ}49'$  W. 39.60 feet to an iron stake;

(3) Thence continuing to the right with said curving line an arc distance of 25.19 feet, the chord of which arc bears S.  $24^{\circ}13'$  W. 28.13 feet to an iron stake at the point of tangency of said curving line whose radius is 156.82 feet;

(4) Thence S.  $29^{\circ}21'$  W. 4.18 feet to an iron stake at the point of curvature of a curve whose radius is 168.52 feet;

(5) Thence following said curving line to the right an arc distance of 15.30 feet, the chord of which arc bears S.  $31^{\circ}57'$  W. 15.29 feet to an iron stake in the north line of Louise Street;

(6) Thence continuing to the right with said curving line an arc distance of 42.52 feet, the chord of which arc bears S.  $41^{\circ}51'$  W. 42.39 feet to an iron stake in the south line of Louise Street;

(7) Thence continuing to the right with said curving line whose radius is 168.52 feet, an arc distance of 20.84 feet, the chord of which arc bears S.  $52^{\circ}38'$  W. 20.81 feet to an iron stake at the point of tangency of said curving line whose radius is 168.52 feet;

(8) Thence S.  $56^{\circ}10'$  W. 12.63 feet to an iron stake at the point of curvature of a curve whose radius is 291.27 feet;

(9) Thence following said curving line to the left an arc distance of 35.09 feet, the chord of which arc bears S.  $52^{\circ}43'$  W. 35.07 feet to an iron stake in the south line of Lot 22, said Boswell's Subdivision;

THENCE following the south line of said Lot 22, N.  $45^{\circ}01'$  W. 6.93 feet to the point of beginning.

TO HAVE AND TO HOLD the above described tract of land, together with all and singular the rights and appurtenances thereunto belonging, unto the said A. B. Shierlow, his heirs and assigns, forever; and the City of Austin does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular all of the premises above described except that part thereof which constitutes the westerly half of old East Side Drive as delineated on said map or plat of Boswell's Subdivision, unto the said A. B. Shierlow, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the lien herein retained, and as to that part of the property above described so excepted from the foregoing warranty, City of Austin does hereby bind itself, its successors and assigns, to warrant and forever defend the same unto the said A. B. Shierlow, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, except as to the lien herein retained.

The consideration for this conveyance is as follows:

(1) Two Hundred Dollars (\$200.00) cash to the City of Austin in hand paid by the said A. B. Shierlow, receipt whereof is hereby acknowledged.

(2) The execution and delivery to the City of Austin by the said A. B. Shierlow of one (1) promissory note in the sum of Three Hundred Dollars (\$300.00) of even date herewith, payable on or before ninety (90) days after date to the City of Austin, or order, with interest at the rate of six per cent (6%) per annum payable at maturity, and containing a clause providing for a reasonable attorney's fee in case of default in payment at maturity.

A vendor's lien is retained against all of the above described property for the security and until full and final payment of the above described note, when and whereupon this deed shall become absolute.

And for and in consideration of the sum of Three Hundred Dollars (\$300.00) cash to it in hand paid by The Fidelity State Bank of Austin, Texas, City of Austin has transferred and assigned, and by these presents does transfer and assign unto said The Fidelity State Bank the note above described and the vendor's lien retained in this instrument on the property above described to secure the payment of such note, without recourse on the said City.

WITNESS THE HAND of the City of Austin by Guiton Morgan, its City Manager, herunto duly authorized by the City Council of said City by its resolution duly passed, attested by its City Clerk, with the



seal of the City of Austin affixed, this the \_\_\_\_ day of January, 1942.

CITY OF AUSTIN

By \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Guiton Morgan, City Manager of the City of Austin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Austin, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office, on this the \_\_\_\_ day of January, 1942.

\_\_\_\_\_  
Notary Public in and for Travis County,  
Texas.

(NOTE Attached)

"Austin, Texas

January \_\_\_\_, 1942

\$300.00

Ninety (90) days after date, for value received, I promise to pay to City of Austin, or order, at Austin, Travis County, Texas, Three Hundred Dollars (\$300.00), with interest thereon from date at the rate of six per centum (6%) per annum payable at maturity.

This note is given in part payment for that certain 11,788 square feet of land conveyed to me by the City of Austin by deed of even date herewith, and the vendor's lien is retained in such deed to secure the payment hereof.

If this note is not fully paid at maturity and is placed in the hands of an attorney for collection, or if any suit or other judicial proceeding is instituted or had thereon or if it is collected through a probate or bankruptcy proceeding, I promise to pay, in addition to the principal and accrued interest, due thereon at the date of such maturity, a reasonable attorney's fee.

\_\_\_\_\_  
A. B. Shierlow

Pay to the order of The Fidelity State Bank, of Austin, Texas, without recourse on the City of Austin.

CITY OF AUSTIN

By \_\_\_\_\_  
City Manager "

Upon motion of Councilman Wolf, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

Louis Cherico came before the Council to find out what the City proposes to do relative to his complaint against the unsightly dump in the 1700 block on the south side of West Fifth Street, alleging that same is detrimental to the sale of his property located directly across the street. He was informed that the City has no jurisdiction in the matter, as the zoning classification of the block in question permits the use complained of.

M. H. Crockett submitted a request in writing to have the sidewalks on his property in Block No. 1, Pecan Grove Addition, set back to the property line rather than at the present location four feet from the curb. The matter was referred to the City Engineer for consultation with the State Highway Engineer.

The appeals of the following taxicab drivers for a renewal of their licenses, which the City Manager and the Police Department had recommended be denied, were heard, but the Council declined to grant a renewal of such licenses:

David Foster Gillian  
 Sidney Orwin Herring  
 John Pinkney Heath  
 Iva Otis Abbett  
 Bennie Eugene Smith  
 Wallace Eugene Glass  
 Carl Rastruss Bounds  
 Melvin Pannell  
 Robert Barnwell Morris

It was moved by Councilman Wolf that the application of Willie D. Overton for a renewal of his taxicab driver's license be granted upon a probationary basis, subject to cancellation upon the first moving-traffic violation. The motion prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

Councilman Wolf introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ENTITLED "AN ORDINANCE REGULATING THE OPERATION OF TAXICABS AND TAXICAB DRIVERS IN THE CITY OF AUSTIN UNDER THE DIRECTOR OF PUBLIC SAFETY; PRESCRIBING LICENSE FEES FOR TAXICABS AND DRIVERS THEREOF; LICENSING AND REGULATING TAXICAB TERMINAL OPERATORS; PRESCRIBING PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING A SAVING CLAUSE; REPEALING CONFLICTING ORDINANCES, EXCEPTING CERTAIN JITNEY ORDINANCES; AND DECLARING AN EMERGENCY", WHICH ORDINANCE WAS PASSED BY THE CITY COUNCIL DECEMBER 15, 1938, AND IS RECORDED IN BOOK "K", PAGES 440-452, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING AND RE-ENACTING SECTION 8 AND SECTION 13 (a) SUBPARAGRAPH 7, AND BY ADDING TO SECTION 21 A NEW PARAGRAPH (e) MAKING IT UNLAWFUL FOR A TAXICAB TERMINAL OPERATOR TO PERMIT AN UNLICENSED TAXICAB DRIVER TO OPERATE FROM THE TERMINAL IN CHARGE OF SUCH OPERATOR; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Wolf moved that the rules be suspended and the ordinance be passed to its second reading. The motion was seconded by Councilman Gillis, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The ordinance was read the second time and Councilman Wolf moved that the rules be further suspended and the ordinance be passed to its third reading. The motion was seconded by Councilman Gillis, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The ordinance was read the third time and Councilman Wolf moved that the ordinance be finally passed. The motion was seconded by Councilman Gillis, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The Mayor then declared that the ordinance had been finally passed.

Councilman Wolf introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN OCTOBER 11, 1934, RECORDED IN ORDINANCE BOOK "J", PAGES 625-634, CREATING THE OFFICE OF INSPECTOR OF PLUMBING AND A BOARD FOR THE EXAMINATION OF PLUMBERS, AND PROVIDING FOR INSPECTIONS AND OTHER REGULATIONS FOR PLUMBING IN THE CITY OF AUSTIN, BY AMENDING AND RE-ENACTING SECTION 5(a) AND SECTION 5(b) OF SUCH ORDINANCE, AS AMENDED BY THE CITY COUNCIL MAY 25, 1939, AND RECORDED IN ORDINANCE BOOK "K", PAGES 516-521, AND BY ADDING A NEW SECTION 35-B, PROVIDING FOR INSPECTION OF EVERY GAS SYSTEM, AND AUTHORIZING THE ISSUANCE OF A PERMIT FOR THE COLLECTION OF AN INSPECTION FEE; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Wolf moved that the rules be suspended and the ordinance be passed to its second reading. The motion was seconded by Councilman Gillis, and



the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The ordinance was read the second time and Councilman Wolf moved that the rules be further suspended and the ordinance be passed to its third reading. The motion was seconded by Councilman Gillis, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The ordinance was read the third time and Councilman Wolf moved that the ordinance be finally passed. The motion was seconded by Councilman Gillis, and the same prevailed by the following vote: eyes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The Mayor then declared that the ordinance had been finally passed. .

The Council approved the Mayor's Proclamation for the Trial Blackout on the night of January 19, 1942.

Councilman Wolf introduced the following resolution and moved its adoption. The motion was seconded by Councilman Alford, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

**The resolution follows:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the schedule of "monthly water rates" as fixed and promulgated by a resolution adopted at a special meeting of the City Council of the City of Austin December 9, 1921, which resolution is recorded in Minute Book 8, pages 578 et seq., shall be and such schedule is hereby amended so that it shall read hereafter as follows:

**MONTHLY WATER RATES:**

Less than	1,500 gallons . . . . .	\$ .50 minimum
Next	2,000 " . . . . .	.30 per 1000 gallons
Next	12,500 " . . . . .	.25 " "
Next	34,000 " . . . . .	.20 " "
Next	200,000 " . . . . .	.15 " "
Next	300,000 " . . . . .	.12 " "
Over	550,000 " . . . . .	.11 " "

But any single meter customer using 20,000,000 gallons or more in any calendar month, or in any thirty (30) day billing period, shall be charged at a rate of \$0.10 per 1000 gallons.

**BE IT FURTHER RESOLVED:**

THAT this amendatory resolution shall not change or affect any other part or parts of the resolution of December 9, 1921, or amendments, if any, thereof.

Councilman Gillis introduced the following resolution and moved its adoption. The motion was seconded by Councilman Wolf, and the same prevailed by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The resolution follows:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Manager be, and he is hereby, authorized and directed to enter into a contract on behalf of the City of Austin with the International Minerals & Chemical Corporation, acting for and on behalf of the Defense Plant Corporation, for the construction of a water line to the site of the proposed magnesium plant of International Minerals & Chemical Corporation and of the Defense Plant Corporation, and for the supplying of water to said plant, all substantially according to the terms and provisions of the contract form attached to this resolution and made a part hereof for all purposes.

(CONTRACT Attached)

This CONTRACT entered into by and between CITY OF AUSTIN, a municipal corporation, situated in Travis County, Texas, (herein for convenience sometimes called "City" or "the City") and

INTERNATIONAL MINERALS & CHEMICAL CORPORATION (herein for convenience sometimes called "Agent" or "the Agent"), acting for and on behalf of DEFENSE PLANT CORPORATION, a corporation created by Reconstruction Finance Corporation, pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States of America in its National Defense Program (herein for convenience sometimes called "Owner" or "the Owner");

W I T N E S S E T H :

For and in consideration of the premises and of the mutual benefits to be derived from the covenants and provisions contained in this CONTRACT, the Parties hereto mutually agree as follows:

ARTICLE I.

Purchase and Sale

During its term and subject to the conditions of this CONTRACT, the City agrees to sell and deliver to the Owner, and the Owner agrees to receive and purchase from the City, at the rates set forth in Article II of this CONTRACT, water processed and distributed by the City's water plant and distribution system, in sufficient quantities to meet the requirements and demands of the Owner, as herein set forth in Article IV, for the construction, maintenance and operation of the Owner's magnesium plant located or to be located approximately one-half mile north of Highway 29 on the Upper Georgetown Road in Travis County, Texas.

It is understood and agreed that the water delivered to the Owner by the City under and by virtue of the terms of this CONTRACT is to be used only at the plant site of the Owner and is not to be resold or redelivered by the Owner or the Agent, and neither the Owner nor the Agent may retail said water either directly or indirectly.

ARTICLE II.

Rate Schedule

The Owner shall, and agrees to, pay the City monthly, and the City agrees to accept payment from the Owner for water purchased under this CONTRACT according to the standard rates of the City of Austin, which are as follows:

"MONTHLY WATER RATES

Less than	1,500 gallons	.....	\$ .50 minimum
Next	2,000 "	.....	.30 per 1000 gallons
Next	12,500 "	.....	.25 " " "
Next	34,000 "	.....	.20 " " "
Next	200,000 "	.....	.15 " " "
Next	300,000 "	.....	.12 " " "
Over	550,000 "	.....	.11 " " "

But any single meter customer using 20,000,000 gallons or more in any calendar month, or in any thirty (30) day billing period, shall be charged at a rate of \$0.10 per 1000 gallons. "

It is further understood and agreed that the rates herein set out are the present water rates of the City of Austin and are the maximum rates to be charged by the City for water used by the Owner during the ten-year period of this CONTRACT. If during such period the City Council of the City of Austin should authorize water rates lower than the rates set out herein, such lower rates shall apply to water purchased by the Owner, beginning with the next billing month following the month in which such rates become effective.

ARTICLE III.

Point of Delivery

Water to be furnished under this CONTRACT shall be water from the City's water plant and distribution system. The point of delivery and metering to the Owner shall be at the southeast corner of the Owner's plant site and inside the Owner's fence. The City shall at its own expense install

and maintain the meters, appliances and appurtenances required to measure and determine the quantities of water delivered to the Owner at the plant site. If any meter so installed fails to register properly at any time during the month, the proper registration during such month shall be determined from other meters, or estimated upon the basis of a corresponding period under similar operating circumstances. No allowance shall be made on any bill on account of inaccuracy of measurement, unless either Party hereto shall request of the other Party, in writing, such an allowance, within thirty (30) days from the date on which such bill is rendered, and apply for proper test or recalibration of the measuring instrument. If it shall be shown by test that any of the measuring instruments or meters are incorrect and in error greater than five percent (5%), proper allowance shall be made to the Party entitled thereto, but not for a longer period than that covered by the bill on account of which allowance is claimed.

#### ARTICLE IV.

##### Construction of Facilities

City of Austin agrees to construct, or cause to be constructed, a water line of sufficient size and capacity to furnish water at five hundred (500) gallons per minute, maximum rate, at approximately thirty-five (35) pounds pressure, at the southeast corner of the site of the Owner's magnesium plant located, or to be located, approximately one-half mile north of Highway 29 on the Upper Georgetown Road (Water's Park Road). It is estimated by the Parties hereto:

- (a) that an eight (8) inch water line will be necessary to fulfill such requirements;
- (b) that such line will cost approximately Sixty Thousand Dollars (\$60,000.00); and
- (c) that construction thereof will be completed not later than April 15, 1942.

The City agrees to operate and maintain said water line to the point of delivery without expense to the Owner during the life of this CONTRACT. The Parties agree that the term "water line" as used in this CONTRACT includes pipes, rights-of-way, pumps, motors, valves, fittings, and other appurtenances necessary for the operation of a pipeline to convey water.

Title to said water line, connecting the City's present water distribution system with the Owner's water system located on the site of its magnesium plant, shall be at all times in City of Austin, and in the exercise of its ownership of such water line, the City of Austin shall have the right and privilege to connect other customers with such line and to furnish water to such customers, provided the City does not thereby curtail or diminish the water supply required for the operation of the Owner's magnesium plant under this CONTRACT.

The Owner agrees to furnish the City with all necessary priority ratings under the rules and regulations of the Office of Production Management in order that the City may obtain promptly and without delay materials and equipment needed in such construction and maintenance.

#### ARTICLE V.

##### Costs of Construction

The Owner agrees to reimburse the City in amounts equal to funds theretofore actually expended or committed for by the City for materials and labor used, and for other direct costs incurred, in construction of said water line, including costs of pipes, rights-of-way, pumps, motors, valves, fittings, and other appurtenances, as provided in Article IV; but, based on a line that will deliver five hundred (500) gallons of water per minute at a pressure of thirty-five (35) pounds at the plant site, the aggregate amount of such reimbursements by the Owner to the City shall not exceed the sum of Sixty Thousand Dollars (\$60,000.00). Such reimbursements to the Owner shall be made to the City as follows:

- (a) For materials, including pipe, pumps, motors, valves, fittings, and all other material

purchased or furnished by the City, the Owner shall reimburse the City, in payments equal to the amounts expended by the City, not later than thirty (30) days following the date upon which the City shall pay for or supply such materials and equipment.

(b) For labor, engineering and supervision payrolls, directly used for the construction of the water line, the Owner agrees to reimburse the City in full not later than thirty (30) days after the end of each calendar month during which such payroll costs were incurred.

(c) For rights-of-way and other costs incident and necessary to the water line, the Owner shall reimburse the City not later than thirty (30) days after payment of such costs by the City.

(d) All unpaid items of cost of whatever nature proper to the water line shall be paid in full by the Owner not later than thirty (30) days following completion of the water line.

The City agrees that after such reimbursement payments have been made by the Owner to the City, the City will allow the Owner, beginning with the first monthly bill for water purchased by the Owner, on each subsequent monthly bill for water purchased by the Owner, a credit of two and three-eighths (2.375) cents per one thousand (1000) gallons of water so purchased from the City; and such credits shall be made monthly and shall continue until such time as the accumulated credits shall equal the aggregate amount of such reimbursement payments made by the Owner, but such credits shall in no event be made after ten (10) years from the date water service is first taken under this CONTRACT.

#### ARTICLE VI.

##### Billing and Payments

Bills for water supplied hereunder shall be based on the meter registrations of the City's meters and on the terms and conditions of this CONTRACT, and shall be rendered by the City to the Owner monthly in accordance with the rates and charges provided for in Article II. Unless otherwise agreed upon between the Parties, a billing month, for the purposes of this CONTRACT, shall be a calendar month. Bills shall be rendered by the City to the Owner, whenever practicable, on or before the fifth (5th) day of the following calendar month, and such bills shall be accompanied by a statement itemizing all factors which may be necessary to a proper determining and computation of such bill. All bills rendered by the City shall be due and payable on the twentieth (20th) day of the calendar month following the month to which the bills are applicable, or on the fifteenth (15th) day after receipt of bill from the City, whichever date may be the later. The Owner shall not be in default if, in case of a bona fide dispute with respect to any portion of the bill, the Owner shall make payment of the remainder not in dispute. If the Parties shall be unable to agree with respect to any disputed portion of a bill, the questions at issue, upon demand of either Party, shall be submitted to arbitration in the manner provided in Article VII.

#### ARTICLE VII.

##### Arbitration

In case the Parties hereto should be unable to agree on any question or dispute arising under this CONTRACT, such question or dispute shall be referred for settlement to three (3) arbitrators, one appointed by the City, one appointed by the Owner, and the third appointed by the two others so chosen. The Party desiring such arbitration shall notify the other Party in writing of its appointment of an arbitrator, requesting the other Party to appoint an arbitrator in accordance with this provision. The matter in question or dispute shall be submitted in writing to the arbitrators immediately after their appointment, and the Parties shall do all things necessary to make proper submission thereof, according to the character of the question or dispute, or as required by the arbitrators. The decision in writing, signed by a majority of the arbitrators, shall be final and conclusive with respect to the matter submitted and passed upon, and the Parties hereto agree to accept and abide by such decision. The cost of any arbitration shall be paid equally by all the

Parties, except the compensation, if any, of the first and second members of the Board of Arbitration shall be paid by the respective Party by or for whom such member was named. It is understood and agreed that this provision is made under and in accordance with the laws of the State of Texas and shall be construed in accordance therewith.

#### ARTICLE VIII.

##### Waivers and Notices .

(1) Any waiver at any time by either Party of its rights with respect to a default under this CONTRACT, or with respect to any other matter arising in connection with this CONTRACT, shall not be deemed a waiver with respect to any subsequent default or matter.

(2) Any written notice, demand, request, bill, or payment required or authorized by this CONTRACT shall be deemed properly delivered or made to City of Austin if mailed to City of Austin, Guiton Morgan, City Manager, Municipal Building, Austin, Texas; and shall be deemed properly delivered or made to the Owner if mailed to International Minerals & Chemical Corporation, 20 North Wacker Drive, Chicago, Illinois, and Defense Plant Corporation, Lafayette Building, Washington, D. C. The designation of the address of either Party may be changed by the respective Parties at any time, and from time to time, by similar notice.

#### ARTICLE IX.

##### No-Participation Clause

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this CONTRACT or to any benefit arising therefrom.

#### ARTICLE X.

##### Assignability.

This CONTRACT may be assigned by the Owner without the consent of the City to the Agent, and also to any assignee other than the Agent; and this CONTRACT shall be binding upon and inure to the benefit of the Owner and its successors and assigns, subject to the limitations of Article XII.

#### ARTICLE XI.

##### Limited Liability of Agent

It is understood that in the execution of this CONTRACT, INTERNATIONAL MINERALS & CHEMICAL CORPORATION is acting solely in its capacity as Agent for the Owner and that the Agent assumes no liability for any of the commitments or undertakings of the Owner hereunder.

#### ARTICLE XII.

##### Termination of Contract

This CONTRACT shall become effective from the day and date of its execution, and, subject to the provisions hereof, shall continue in effect for a period of ten (10) years from the date water service is first taken hereunder, and thereafter unless and until terminated by either Party by written notice to the other Party, such notice to be given at least sixty (60) days in advance of the proposed date of termination. But it is distinctly understood and agreed:

(a) This CONTRACT is subject to termination by the Owner at any time after three (3) years from the time service is first taken hereunder upon sixty (60) days previous written notice to the City of desire to terminate by the Owner.

(b) The term "the date water service is first taken", as used in this CONTRACT, shall mean the date water is first taken for operation of the Owner's plant, which date shall be in no event later than the 31st day of December, 1942.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be executed in several counterparts, each of which shall constitute an original, by duly authorized representatives, all as of the \_\_\_\_ day of \_\_\_\_\_, 1942.

CITY OF AUSTIN

By \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

OWNER: DEFENSE PLANT CORPORATION

BY: INTERNATIONAL MINERALS & CHEMICAL  
CORPORATION, as Agent for  
DEFENSE PLANT CORPORATION

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

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The following resolution was introduced by Councilman Wolf:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager be and he is hereby authorized and directed to execute a quitclaim deed to Mrs. Willie Eggleton, conveying the following described two tracts or parcels of land:

TRACT NO. 1:

Twelve hundred and thirty-two (1232) square feet of land, the same being a portion of Ruiz Street as shown upon the map or plat of Silliman's Addition, a subdivision of Outlot 5, Division 2, of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to a map or plat of said Silliman's Addition of record in Book 1, page 118, of the Plat Records of Travis County, Texas, and which 1232 square feet of land is more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Lot 1, Block 3, of said Silliman Addition;  
THENCE along the westerly prolongation of the south line of said Lot 1, N. 67°14'  
W. 8.99 feet to a point in the east right-of-way line of Lamar Blvd;  
THENCE along the east right-of-way line of Lamar Blvd. N. 23°18' E. 150.02 feet  
to a point in the westerly prolongation of the north line of said Lot 1;  
THENCE along a line coincident with the westerly prolongation of the north line  
of said Lot 1, S. 67°14' E. 7.43 feet to the northwest corner of Lot 1;  
THENCE along the west line of said Lot 1, S. 22°42' W. 150.0 feet to the point of  
beginning.

TRACT NO. 2:

Fourteen hundred and ninety (1490) square feet of land, the same being a portion of Ruiz Street as shown upon the map or plat of Silliman's Addition, a subdivision of Outlot 5, Division 2, of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to a map or plat of said Silliman's Addition of record in Book 1, page 118, of the Plat Records of Travis County, Texas, and which 1490 square feet of land is more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Lot 5, Block 3, of said Silliman Addition;  
THENCE along the westerly prolongation of the south line of said Lot 5, N. 67°14'  
W. 10.71 feet to a point in the east right-of-way line of Lamar Blvd.;  
THENCE along the east right-of-way line of Lamar Blvd. N. 23°18' E. 150.02 feet  
to a point in the westerly prolongation of the north line of said Lot 5;  
THENCE along a line coincident with the westerly prolongation of the north line  
of said Lot 5, S. 67°14' E. 9.15 feet to the northwest corner of Lot 5;  
THENCE along the west line of said Lot 5, S. 22°42' W. 150.0 feet to the point of  
beginning.

Upon motion of Councilman Wolf, the foregoing resolution was adopted by the following vote:  
ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew  
absent.

The following resolution was introduced:

WHEREAS, in the District Court of Travis County, Texas, judgment was rendered in tax suit in favor of the City of Austin for taxes, penalty and interest, together with foreclosure of the tax lien of the City of Austin on 62½x216 feet, being the northeast part of Lot 2, Block 14, Maas Subdivision, in the City of Austin, Travis County, Texas; and



WHEREAS, under said judgment an order of sale issued, and the hereinbefore described land was sold by the Sheriff of Travis County, Texas, to the City of Austin; and

WHEREAS, taxes have accrued on said property for the years 1922 through 1940, assessed in the name of Manda Bonford, in the sum of \$214.90, and for non-payment of same at maturity, penalty in the sum of \$10.74 has been assessed, and interest has accrued in the sum of \$107.29; also interest has accrued on said judgment in the sum of \$28.69, and a filing fee of \$1.00 and court costs in the sum of \$50.66 have accrued, making the total amount of taxes, penalty, interest, interest on judgment, filing fee and court costs in the sum of \$413.28; and

WHEREAS, the City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$10.74, and one-half of the interest on said taxes in the sum of \$53.64, and interest on said judgment in the sum of \$28.69, on the condition that the remaining amount be paid; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the aforesaid penalty in the sum of \$10.74 and one-half of the interest on said taxes in the sum of \$53.64, and the interest on said judgment in the sum of \$28.69 are hereby remitted, and the Tax Assessor and Collector of the City of Austin is authorized and directed to charge said penalty and one-half of the interest off his rolls, and to issue to the party entitled to receive the same a receipt in full, upon the payment of said taxes, one-half of the interest due on said taxes, the court costs and the filing fee, as aforesaid.

Upon motion, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The following resolution was introduced:

WHEREAS, in the District Court of Travis County, Texas, judgment was rendered in favor of the City of Austin for taxes, penalty and interest in tax suit, together with foreclosure of the tax lien of the City of Austin on Lot 18 and the East 1/2 of Lot 17, Block 2, Outlot 61, Division "B", in the City of Austin, Travis County, Texas; and

WHEREAS, under said judgment an order of sale issued, and the hereinbefore described land was sold by the Sheriff of Travis County, Texas, to the City of Austin; and

WHEREAS, taxes have accrued on said property for the years 1915, 1916, 1917, 1919 through 1940, assessed in the name of Henry Faulk, in the sum of \$195.41, and for non-payment of same at maturity, penalty in the sum of \$9.77 has been assessed, and interest in the sum of \$143.52; also interest has accrued on said judgment in the sum of \$59.10, and a filing fee of \$2.00 and court costs in the sum of \$71.44 have accrued; making the total amount of taxes, penalty, interest, interest on judgment, filing fee and court costs in the sum of \$481.24; and

WHEREAS, the City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$9.77, and one-half of the interest on said taxes in the sum of \$71.76, and the interest on said judgment in the sum of \$59.10, on the condition that the remaining amount be paid; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the aforesaid penalty in the sum of \$9.77 and one-half of the interest on said taxes in the sum of \$71.76, and the interest on said judgment in the sum of \$59.10, are hereby remitted, and the Tax Assessor and Collector of the City of Austin is authorized and directed to charge said penalty and one-half of the interest off his rolls, and to issue to the party entitled to receive the same a receipt in full, upon the payment of said taxes, one-half of the interest due on said taxes, the court costs and the filing fee, as aforesaid.

Upon motion, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

Upon motion, seconded and carried, the meeting was recessed at 11:50 A. M., subject to call of the Mayor.

Approved: Tom Miller.  
Mayor

Attest:

Walter McKeen  
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, January 22, 1942.

The City Council convened in regular session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, January 22, 1942, at 10:45 A. M., with Mayor Pro Tem. Wolf presiding. Roll call showed the following members present: Councilmen Bartholomew, Gillis, and Mayor Pro Tem. Wolf; absent, Councilman Alford and Mayor Miller.

The Minutes of the regular meeting of January 15, 1942, were read, and upon motion of Councilman Gillis, were adopted as read by the following vote: ayes, Councilmen Bartholomew, Gillis, Mayor Pro Tem. Wolf; nays, none; Councilman Alford and Mayor Miller absent.

It was moved by Councilman Gillis that the application of Arnold James East, 306 East Second Street, for a taxicab driver's permit be granted on a probationary basis, subject to cancellation upon conviction of any traffic, or other, law violation. The motion prevailed by the following vote: ayes, Councilmen Bartholomew, Gillis, Mayor Pro Tem. Wolf; nays, none; Councilman Alford and Mayor Miller absent.

It was moved by Councilman Gillis that the application of Wiley Clell McAdoo, 309 West Monroe Street, for a taxicab driver's permit be granted, in accordance with the recommendation of the City Manager. The motion prevailed by the following vote: ayes, Councilmen Bartholomew, Gillis, and Mayor Pro Tem. Wolf; nays, none; Councilman Alford and Mayor Miller absent.

It was moved by Councilman Gillis that the application of Earnest Leao Sheeley, 2100 South First Street, for a taxicab driver's permit be granted, in accordance with the recommendation of the City Manager. The motion prevailed by the following vote: ayes, Councilmen Bartholomew, Gillis, and Mayor Pro Tem. Wolf; nays, none; Councilman Alford and Mayor Miller absent.

It was moved by Councilman Gillis that the application of Thoarn Ray Montgomery, 205 East Avenue, for a taxicab driver's permit be granted, in accordance with the recommendation of the City Manager. The motion prevailed by the following vote: ayes, Councilmen Bartholomew, Gillis, and Mayor Pro Tem. Wolf; nays, none; Councilman Alford and Mayor Miller absent.

The following resolution was introduced by Councilman Bartholomew:

WHEREAS, the curb and sidewalk specifications of the City of Austin, which have been previously adopted by the City Council of the City of Austin, require that all curbs and sidewalks be constructed